



## EXHIBIT “B”

## Appendix XII-B1

	<b>CIVIL CASE INFORMATION STATEMENT (CIS)</b>  Use for initial Law Division  Civil Part pleadings (not motions) under Rule 4:5-1. <b>Pleadings will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.</b>		<b>FOR USE BY CLERK'S OFFICE ONLY</b> PAYMENT TYPE: CK    CG CA CHG/CK NO. AMOUNT: OVERPAYMENT: BATCH NUMBER
	ATTORNEY/PRO SE NAME <b>Robyn J. Leader</b>		TELEPHONE NUMBER ( 973 ) 912-9501
	FIRM NAME (If applicable) <b>Lester Schwab Katz &amp; Dwyer, LLP</b>		COUNTY OF VENUE <b>Hudson</b>
	OFFICE ADDRESS <b>500 Frank W. Burr Blvd. 5<sup>th</sup> Floor, Suite 31 Teaneck, New Jersey 07666</b>		DOCKET NUMBER (When available) <b>HUD-L-1146-17</b>
	NAME OF PARTY (e.g. John Doe, Plaintiff) <b>LAND AIR EXPRESS, NE, LTD; and ERIC J. FOSTER</b>		DOCUMENT TYPE (See reverse side for listing) <b>Answer</b>  JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CAPTION <b>VICTOR GUTIERREZ and MARTA AGURTO v. LAND AIR EXPRESS, NE, LTD; ERIC J. FOSTER and FARMERS INSURANCE COMPANY</b>			
CASE TYPE NUMBER (See reverse side for listing) <b>603N</b>	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT	
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN <input type="checkbox"/> NONE <input type="checkbox"/> UNKNOWN	
<b>THE INFORMATION PROVIDED BELOW CANNOT BE INTRODUCED INTO EVIDENCE</b>			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, IS THAT RELATIONSHIP <input type="checkbox"/> EMPLOYER-EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION:			
DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION:	
WILL AN INTERPRETER BE NEEDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE: <b>Spanish</b>	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).			
ATTORNEY SIGNATURE 			

**SIDE 2**

## CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

**Track I – 150 days' discovery**

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (Briefly describe nature of action)

**Track II – 300 days' discovery**

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE – PERSONAL INJURY (Non-Verbal Threshold)
- 603Y AUTO NEGLIGENCE – PERSONAL INJURY (Verbal Threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 621 UM and UIM CLAIM (Includes Bodily Injury)
- 699 TORT – OTHER

**Track III – 450 days' discovery**

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

**Track IV – Active Case Management by Individual Judge / 450 days' discovery**

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

**Multicounty Litigation (Track IV)**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>271 ACCUTANE/ISOTRETINOIN</li> <li>274 RISPERDAL/SEROQUEL/ZYPREXA</li> <li>278 ZOMETA/AREDIA</li> <li>279 GADOLINIUM</li> <li>281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL</li> <li>282 FOSAMAX</li> <li>285 STRYKER TRIDENT HIP IMPLANTS</li> <li>286 LEVAQUIN</li> <li>287 YAZ/YASMINOCELLA</li> <li>288 PRUDENTIAL TORT LITIGATION</li> <li>289 REGLAN</li> </ul> | <ul style="list-style-type: none"> <li>290 POMPTON LAKES ENVIRONMENTAL LITIGATION</li> <li>291 PELVIC MESH/GYNECARE</li> <li>292 PELVIC MESH/BARD</li> <li>293 DEPUY ASR HIP IMPLANT LITIGATION</li> <li>295 ALLODERM REGENERATIVE TISSUE MATRIX</li> <li>296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS</li> <li>297 MIRENA CONTRACEPTIVE DEVICE</li> <li>299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR</li> <li>300 TALC-BASED BODY POWDERS</li> <li>601 ASBESTOS</li> <li>623 PROPECIA</li> <li>624 STRYKER LFIT CoCr V40 FEMORAL HEADS</li> </ul> |
|---|---|

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category:

☐

Putative Class Action

☐

Title 59

LSK&D #: 630-0035 /4840-6791-3290

**Client Reference No.: 00630-0035**  
**Attorney Collateral Account No. : 140641**

Robyn J. Leader, Esq.  
NJ Attorney ID# 020932000  
LESTER SCHWAB KATZ & DWYER, LLP  
500 Frank W. Burr Blvd., 5th Floor, Suite 31  
Teaneck, New Jersey 07666  
(973) 912-9501  
Attorneys for Defendants  
LAND AIR EXPRESS OF NEW ENGLAND LTD. s/h/a  
LAND AIR EXPRESS,NE,LTD; and ERIC J. FOSTER

-----X  
VICTOR GUTIERREZ and MARTA AGURTO  
his wife

Plaintiff,

vs.

LAND AIR EXPRESS,NE,LTD; ERIC J.  
FOSTER and FARMERS INSURANCE  
COMPANY

Defendant.  
-----X

TO:

MICHAEL C. KAZER, ESQUIRE  
69 Washburn Street  
Jersey City, New Jersey 07306  
(201) 792-9766  
Attorneys for Plaintiffs

**SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: HUDSON COUNTY**

**Docket No.: HUD-L-1146-17**

**ANSWER, SEPARATE DEFENSES,  
DEMAND FOR ALLOCATION,  
DEMAND FOR STATEMENT OF  
DAMAGES AND JURY DEMAND**

Defendants, LAND AIR EXPRESS OF NEW ENGLAND LTD. s/h/a LAND AIR  
EXPRESS,NE,LTD; and ERIC J. FOSTER, by their attorneys, Lester Schwab Katz &  
Dwyer, LLP, by way of an Answer to the Complaint of plaintiff, respectfully state and  
allege:

**ANSWERING THE FIRST COUNT**

1. Denies any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "1" of the Complaint.

2. Denies in the form alleged each and every allegation contained in paragraph "2" of the Complaint except admits that defendant ERIC J. FOSTER operated a motor vehicle owned by defendant LAND AIR EXPRESS OF NEW ENGLAND LTD. on April 14, 2015 in Carlstadt, New Jersey.

3. Admits the allegations contained in paragraph "3" of the Complaint.

4. Denies each and every allegation contained in paragraphs "4" and "5" of the Complaint.

**ANSWERING THE SECOND COUNT**

5. Repeats and reiterates each and every denial hereinbefore made with the same force and effect as though the same were set forth at length herein in answer to paragraph "1" of the Complaint.

6. Denies each and every allegation contained in paragraph "2" of the Complaint.

**ANSWERING THE THIRD COUNT**

7. Repeats and reiterates each and every denial hereinbefore made with the same force and effect as though the same were set forth at length herein in answer to paragraph "1" of the Complaint.

8. Denies any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "2," "3," "4" and "5" of the Complaint.

**AS AND FOR A FIRST SEPARATE DEFENSE**

That plaintiff has failed to mitigate his damages by not availing himself of the benefits of The Patient Protection and Affordable Care Act (Public Law 111-148) and The Health Care and Education Affordability Reconciliation Act (Public Law 111-152), which would permit him to obtain all necessary health care required to treat, remediate and/or resolve all of his claimed accident-related injuries and sequelae.

Therefore, plaintiff's claims for future medical care must be dismissed.

**AS AND FOR A SECOND SEPARATE DEFENSE**

That by entering into the activity in which each plaintiff was engaged at the time of the occurrence set forth in the Complaint, each plaintiff knew the hazards thereof and the inherent risks incident thereto and had full knowledge of the dangers thereof; that whatever injuries and damages were sustained by the plaintiffs herein as alleged in the Complaint arose from and were caused by reason of such risks voluntarily undertaken by plaintiff in their activities and such risks were assumed and accepted by them in performing and engaging in said activities.

**AS AND FOR A THIRD SEPARATE DEFENSE**

Plaintiff's action, and all causes of action in the Complaint, are barred by the applicable Statute of Limitations.

**AS AND FOR A FOURTH SEPARATE DEFENSE**

The plaintiff was negligent in not wearing a seat belt at the time of the occurrence and under the applicable law may not recover damages for those injuries which plaintiff would not have received if a seat belt had been worn.

**AS AND FOR A FIFTH SEPARATE DEFENSE**

That the defendants were not served in accordance with the provisions of the applicable rules of this Court and the Court, therefore, lacks jurisdiction over the entity of the defendants.

**AS AND FOR A SIXTH SEPARATE DEFENSE**

In the event any plaintiff herein recovers a verdict for personal injury, the amount of such recovery should be reduced by any payment that plaintiff received under the medical payment provisions of any policy of automobile liability insurance.

**AS AND FOR A SEVENTH SEPARATE DEFENSE**

The Complaint of the plaintiff fails to state a cause of action cognizable in law or equity against these answering defendants and the Complaint must therefore be dismissed.

**AS AND FOR AN EIGHTH SEPARATE DEFENSE**

That if the plaintiff sustained the injuries complained of in the manner alleged, said injuries were caused by the negligence of parties over whom the answering defendants were not obligated to exercise supervision or control.

**AS AND FOR A NINTH SEPARATE DEFENSE**

If plaintiff sustained any injuries or incurred any damages, the same were caused in whole or in part by the acts or omissions of persons other than this defendant, over whom they had no control, or by the superseding interventions of causes outside of their control.



**AS AND FOR A TENTH SEPARATE DEFENSE**

The plaintiff did not sustain serious injury as defined by the Insurance Law of the State of New Jersey, and her exclusive remedy therefore is confined and limited to the benefits and provisions of the Insurance Law of the State of New Jersey.

**AS AND FOR AN ELEVENTH SEPARATE DEFENSE**

Pursuant to NJSA 2A:15-97, plaintiff's recovery, if any, shall be reduced by, and the answering defendants will claim a credit for, all collateral source payments made to plaintiff in connection with any damages alleged in this action.

**AS AND FOR A TWELFTH SEPARATE DEFENSE**

Answering defendants deny they are guilty of any negligence which was the proximate or producing cause of any injuries or damages allegedly sustained by plaintiff.

**AS AND FOR A THIRTEENTH SEPARATE DEFENSE**

The accident and damages alleged were caused or contributed to by the negligence of plaintiff.

**AS AND FOR A FOURTEENTH SEPARATE DEFENSE**

The negligence of plaintiff was greater than the negligence of the answering defendants, which negligence is denied, and such negligence of plaintiff was a substantial factor in causing the accident, personal injuries and damages about which plaintiff now complain, and therefore, plaintiff is barred from recovery in this matter by the terms and provisions of N.J.S.A. 2A:15-5.1, et seq.



**AS AND FOR A FIFTEENTH SEPARATE DEFENSE**

While denying any negligence on the part of these answering defendants, should the negligence of plaintiff not be greater than that of said defendants, plaintiff's damages shall be diminished by the percentage of negligence attributable to plaintiff. N.J.S.A. 2A:15-5.1, et seq.

**AS AND FOR A SIXTEENTH SEPARATE DEFENSE**

These answering defendants did not breach any duties allegedly owed to plaintiff.

**AS AND FOR A SEVENTEENTH SEPARATE DEFENSE**

Plaintiff is guilty of comparative fault in voluntarily and unreasonably proceeding to encounter a known danger.

**AS AND FOR AN EIGHTEENTH SEPARATE DEFENSE**

The alleged accident resulted in circumstances and conditions beyond the control of the answering defendants.

**AS AND FOR A NINETEENTH SEPARATE DEFENSE**

The action is frivolous as to the responding defendants as per the provisions of N.J.S.A. 2A:15-59, et seq.

**AS AND FOR A TWENTIETH SEPARATE DEFENSE**

The accident described in the Complaint did not result in a "serious injury" to plaintiff as so defined by the New Jersey Insurance Law, plaintiff has and had no right to institute, maintain or prosecute this action and is barred from doing so.

**AS AND FOR A TWENTY-FIRST SEPARATE DEFENSE**

Defendants, LAND AIR EXPRESS OF NEW ENGLAND LTD. s/h/a LAND AIR EXPRESS,NE,LTD; and ERIC J. FOSTER performed each and every duty which they owed, if any, to the plaintiff.

**AS AND FOR A TWENTY-SECOND SEPARATE DEFENSE**

Defendants violated no duty or obligation which they owed, if any, to the plaintiff.

**AS AND FOR A TWENTY-THIRD SEPARATE DEFENSE**

Defendants are exempt from liability under the provisions of the New Jersey Automobile Reparatons Reform Act, N.J.S.A. 39-:6A, et seq.

**AS AND FOR A TWENTY-FOURTH SEPARATE DEFENSE**

This action is barred by and/or subject to the provisions of New Jersey Automobile Reparatons Reform Act, N.J.S.A. 39-:6A, et seq.

**AS AND FOR A TWENTY-FIFTH SEPARATE DEFENSE**

Plaintiff's claims are barred from recovery by reason of his negligence and/or contributory negligence.

**AS AND FOR A TWENTY-SIXTH SEPARATE DEFENSE**

The damages, if any, sustained by the plaintiff is subject to diminution to the extent of his own contributory negligence.

**AS AND FOR A TWENTY-SEVENTH SEPARATE DEFENSE**

Defendants were not properly served within the Rules provided.

**AS AND FOR A TWENTY-EIGHTH SEPARATE DEFENSE**

Plaintiff's claims are subject to the deductions and limitations of provisions N.J.S.A. 39:6A-1, et seq., and are not cognizable by a jury unless there is a prior finding of compliance with the aforesaid statute.

**AS AND FOR A TWENTY-NINTH AFFIRMATIVE DEFENSE**

If plaintiff sustained any injuries or incurred any damages, the same were caused in whole or in part by the acts or omissions of persons other than this defendant, over whom they had no control, or by the superseding interventions of causes outside of their control.

**AS AND FOR A THIRTIETH AFFIRMATIVE DEFENSE**

Upon information and belief, Plaintiff failed to take reasonable measures to mitigate the damages allegedly suffered.

**WHEREFORE**, this answering defendant demands judgment dismissing the Complaint, together with the attorneys' fees, costs and disbursements of this action.

Dated: Teaneck, New Jersey  
June 8, 2017

LESTER SCHWAB KATZ & DWYER, LLP  
Attorneys for Defendants  
LAND AIR EXPRESS OF NEW ENGLAND LTD.  
s/h/a LAND AIR EXPRESS, NE, LTD; and ERIC J.  
FOSTER

By: \_\_\_\_\_

  
Robyn J. Leader

**DEMAND FOR ALLOCATION PURSUANT TO R. 4:7-5(C)**

If any co-defendant settles prior to trial, this defendant will seek an allocation of the percentage of negligence and/or liability assessed by the fact finder against the settling defendant. This defendant will seek this allocation, whether or not they have formally filed a crossclaim against the settling defendant. This defendant may rely on the examination and cross-examination of expert witnesses at time of trial in support of this allocation. All counsel are hereby apprised pursuant to R. 4:7-5(c).

Dated: Teaneck, New Jersey  
June 8, 2017

LESTER SCHWAB KATZ & DWYER, LLP  
Attorneys for Defendants  
LAND AIR EXPRESS OF NEW ENGLAND LTD.  
s/h/a LAND AIR EXPRESS,NE,LTD; and ERIC J.  
FOSTER

By:   
Robyn J. Leader

**DEMAND FOR STATEMENT OF DAMAGES**

Pursuant to Rule 4:5-2, the answering defendant demands that plaintiff provide a written statement of damages claimed within five days.

Dated: Teaneck, New Jersey  
June 8, 2017

LESTER SCHWAB KATZ & DWYER, LLP  
Attorneys for Defendants  
LAND AIR EXPRESS OF NEW ENGLAND LTD.  
s/h/a LAND AIR EXPRESS,NE,LTD; and ERIC J.  
FOSTER

By:   
Robyn J. Leader

**JURY DEMAND**

The answering defendant demands a trial by jury on all issues.

Dated: Teaneck, New Jersey  
June 8, 2017

LESTER SCHWAB KATZ & DWYER, LLP  
Attorneys for Defendants  
LAND AIR EXPRESS OF NEW ENGLAND LTD.  
s/h/a LAND AIR EXPRESS, NE, LTD; and ERIC J.  
FOSTER

By: \_\_\_\_\_



Robyn J. Leader

**CERTIFICATION PURSUANT TO R.4:5-1**

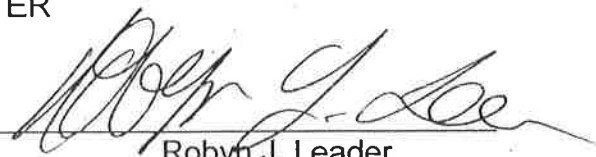
1. The undersigned certifies that the matter in controversy is not the subject of any other action pending in any court, and is not the subject of any pending arbitration proceeding.

2. The undersigned further certifies that it has no knowledge of any contemplated action or arbitration proceeding which involves the subject matter of this action, and it is not presently aware of any other parties who should be joined in this action.

Dated: Teaneck, New Jersey  
June 8, 2017

LESTER SCHWAB KATZ & DWYER, LLP  
Attorneys for Defendants  
LAND AIR EXPRESS OF NEW ENGLAND LTD.  
s/h/a LAND AIR EXPRESS, NE, LTD; and ERIC J.  
FOSTER

By: \_\_\_\_\_



Robyn J. Leader

**CERTIFICATION PURSUANT TO R. 4:6-1(D)**

The undersigned certifies that the Answer was served and filed within the time allowed by R. 4:6-1.

Dated: Teaneck, New Jersey  
June 8, 2017

LESTER SCHWAB KATZ & DWYER, LLP  
Attorneys for Defendants  
LAND AIR EXPRESS OF NEW ENGLAND LTD.  
s/h/a LAND AIR EXPRESS,NE,LTD; and ERIC J.  
FOSTER

By:



Robyn J. Leader

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to Rule 4:25-4, FELICE J. COTIGNOLA is designated as trial counsel.

Dated: Teaneck, New Jersey  
June 8, 2017

LESTER SCHWAB KATZ & DWYER, LLP  
Attorneys for Defendants  
LAND AIR EXPRESS OF NEW ENGLAND LTD.  
s/h/a LAND AIR EXPRESS,NE,LTD; and ERIC J.  
FOSTER

By:



Robyn J. Leader

LSK&D #: 630-0035 /4840-6791-3290

LESTER SCHWAB KATZ & DWYER, LLP  
500 Frank W. Burr Blvd., 5th Floor, Suite 31  
Teaneck, New Jersey 07666  
(973) 912-9501

Attorneys for Defendants  
LAND AIR EXPRESS OF NEW ENGLAND LTD. s/h/a  
LAND AIR EXPRESS,NE,LTD; and ERIC J. FOSTER

-----X  
VICTOR GUTIERREZ and MARTA AGURTO  
his wife

Plaintiff,

vs.

LAND AIR EXPRESS,NE,LTD; ERIC J.  
FOSTER and FARMERS INSURANCE  
COMPANY

Defendant.  
-----X

TO:

MICHAEL C. KAZER, ESQUIRE  
69 Washburn Street  
Jersey City, New Jersey 07306  
(201) 792-9766  
Attorneys for Plaintiffs

**SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: HUDSON COUNTY**

**Docket No.: HUD-L-1146-17**

**ACKNOWLEDGEMENT OF SERVICE**

Counsel for the plaintiffs hereby acknowledge service of the Answer, Separate  
Defenses, Demand for Statement of Damages and Jury Demand and Notice of  
Deposition this \_\_\_\_ day of June, 2017.

\_\_\_\_\_  
MICHAEL C. KAZER, ESQUIRE  
Attorneys for Plaintiffs



LSK&D #: 630-0035 / 4840-6791-3290

LESTER SCHWAB KATZ & DWYER, LLP  
500 Frank W. Burr Blvd., 5th Floor, Suite 31  
Teaneck, New Jersey 07666  
(973) 912-9501

Attorneys for Defendants

LAND AIR EXPRESS OF NEW ENGLAND LTD. s/h/a  
LAND AIR EXPRESS,NE,LTD; and ERIC J. FOSTER

-----X  
VICTOR GUTIERREZ and MARTA AGURTO  
his wife

Plaintiff,

**SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: HUDSON COUNTY**

**Docket No.: HUD-L-1146-17**

VS.

**PROOF OF MAILING**

LAND AIR EXPRESS,NE,LTD; ERIC J.  
FOSTER and FARMERS INSURANCE  
COMPANY

Defendant.  
-----X

1. I, Robyn J. Leader, am of counsel to Lester Schwab Katz & Dwyer, LLP, attorneys for defendants, LAND AIR EXPRESS OF NEW ENGLAND LTD. s/h/a LAND AIR EXPRESS,NE,LTD; and ERIC J. FOSTER .

2. I hereby certify that I mailed a sealed envelope with postage pre-paid, by regular mail, addressed to:

MICHAEL C. KAZER, ESQUIRE  
69 Washburn Street  
Jersey City, New Jersey 07306  
(201) 792-9766  
Attorneys for Plaintiff(s)

3. This envelope contained copies of our:

Answer, Separate Defenses, Demand for Statement of Damages and Jury Demand and Notice of Deposition of which the original was forwarded to the Clerk of the Superior Court.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: Teaneck, New Jersey  
June 8, 2017



Robyn J. Leader